

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

90440

THIS AGREEMENT is entered into 15 March, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City agree it is necessary to design and construct a wall for freeway mitigation, west of Interstate 10, ("I-10"), built on an easement belonging to the City, between Warner Road and Ray Road (beginning at sta. 8376+08.00 (233.40' right) and ending at sta. 84.01+20.00 (147.00' right), as shown on Exhibit "A", attached hereto and made a part hereof, herein referred to as the "Project wall". The City has agreed to pay the total amount, not to exceed \$135,723.00, herein referred to as the "City's Participation Cost", for the Project wall. The purpose of this agreement is to define each party's responsibilities for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 23888
Filed with the Secretary of State
Date Filed: 03/15/2000
Betsy Bayless
Secretary of State
By Nicky J. Haenuewel

II. SCOPE OF WORK

1 The State will:

a. Upon execution of this agreement, submit an invoice to the City in a total amount of \$135,723.00 for the City's Participation Cost of the Project wall.

b. Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project wall. Coordinate with the City and incorporate City design review comments as appropriate.

c. Call for bids and award one or more construction contracts to accomplish the Project wall, administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Be responsible for the structural integrity of the Project wall beginning at sta. 8376+08.00 (233.40' right) to end of the Project wall at sta. 8401+20.00, as shown on Exhibit A. In addition, the State will be responsible for graffiti and normal maintenance on the freeway (east) side only of the Project wall between sta. 8396+16.00 (offset 150' right) to end of the Project wall at sta. 8401+20.00, as shown on Exhibit A. The State will have no obligation for graffiti and normal maintenance on the west side of the Project wall between sta. 8376+08.00 (233.40' right) to end of the Project wall at sta. 8401+20.00.

2. The City will:

a. Upon execution of this agreement, and receipt of an invoice, deposit with the State \$135,723.00, for the City's Participation Cost of the Project wall. Grant a permit to the State for access to the City's easement, described in Exhibit "B", attached hereto and made a part hereof, to construct the Project wall.

b. Review and comment as appropriate on design plans, specifications and such other documents and services required for construction bidding and construction of the Project wall. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. Upon completion of the Project wall, be responsible for graffiti and normal maintenance on the east side of the Project wall between sta. 8376+08.00 (233.40' right) and sta. 8396+16.00 (offset 150' right). In addition, the City will be responsible for graffiti and normal maintenance on the west side of the Project wall between sta. 8396+16.00 (offset 150' right) to end of the Project wall at sta. 8401+20.00, as shown on Exhibit A. It is understood and agreed to by the City, the State will have no obligation for graffiti and normal maintenance on the west side of the Project wall between sta. 8376+08.00 (233.40' right) to end of the Project wall at sta. 8401+20.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect for five (5) years from filing with the Secretary of State or until completion of said Project wall and all payments, whichever is the first to occur. However, any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Planning Department
200 W. Washington - 6th floor
Phoenix, AZ 85003-1611

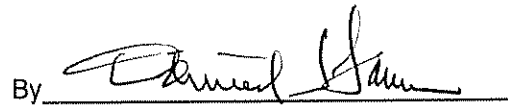
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By 
DAVID RICHERT
Planning Director

STATE OF ARIZONA
Department of Transportation

By 
DANIEL S. LANCE
Deputy State Engineer

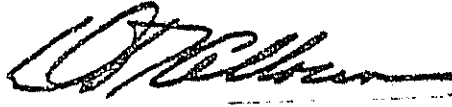
ATTEST

By 
VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 27th day of October 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities for the design and construction of a wall, west of Interstate 10 between Warner Road and Ray Road for freeway mitigation.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Acting Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 19358

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A NOISE WALL ALONG THE WEST SIDE OF INTERSTATE 10 BETWEEN WARNER AND RAY ROADS; AND TO EXPEND FREEWAY MITIGATION FUNDS TO COVER THE COSTS OF THE CITY'S PART IN THIS PROJECT.

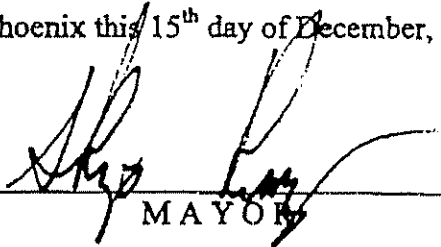
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager, or his designee, is hereby authorized to enter into an intergovernmental agreement with the Arizona Department of Transportation for the design and construction of a noise wall along the west side of Interstate 10 between Warner and Ray Roads, where the noise wall would provide noise mitigation for adjacent residences located south of Warner Road and north of Mountain Vista Park.

SECTION 2. That the intergovernmental agreement shall provide that the Arizona Department of Transportation shall contract with a consulting firm to design the wall and a contractor for its construction, and that the City will be billed ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$135,723.00) for its share of the design and construction costs after the selection of the contractor based on the low bid for the work. When the City's share is paid, the funds shall be taken from the Freeway

Mitigation Bond Fund for the Fiscal Year 99-00 and is part of the Black Canyon/Maricopa Freeway Specific Plan budget adopted by the City Council in June, 1999. The contract shall contain such other terms and conditions as deemed appropriate.

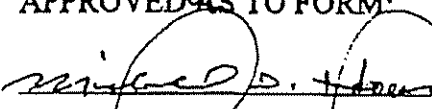
PASSED by the Council of the City of Phoenix this 15th day of December, 1999.


MAYOR

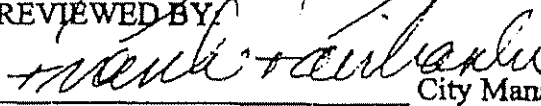
ATTEST:


City Clerk

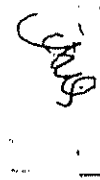
APPROVED AS TO FORM:

 ACTING
City Attorney

REVIEWED BY:


City Manager

WFB/rp/94769
12/15/99 #122



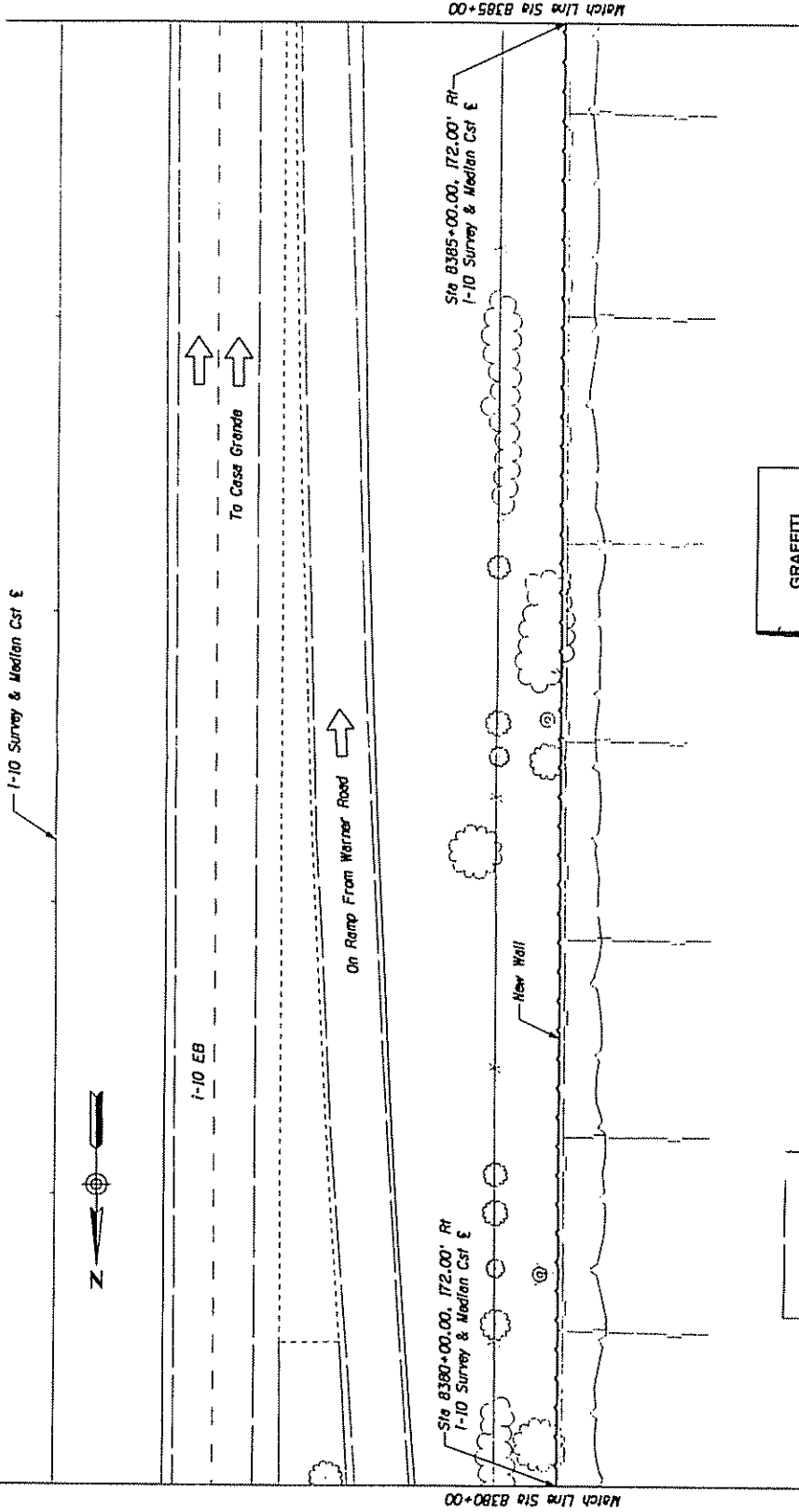
PROJECT NO.	010-C-501	SHEET NO.	10
DATE	10/04/19	TOTAL SHEETS	13
STATE	9	BY	10/04/19

8384

8383

8382

8381



GRAFFITI AND MAINTENANCE EAST SIDE BY CITY Sta 8376+08.00 to Sta 8396+16.00 (150' ft)

PLAN Scale: 1" = 20'

STRUCTURAL INTEGRITY RESPONSIBILITY By STATE (ADOT) Sta. 8376+08.00 to Sta. 8401+20.00

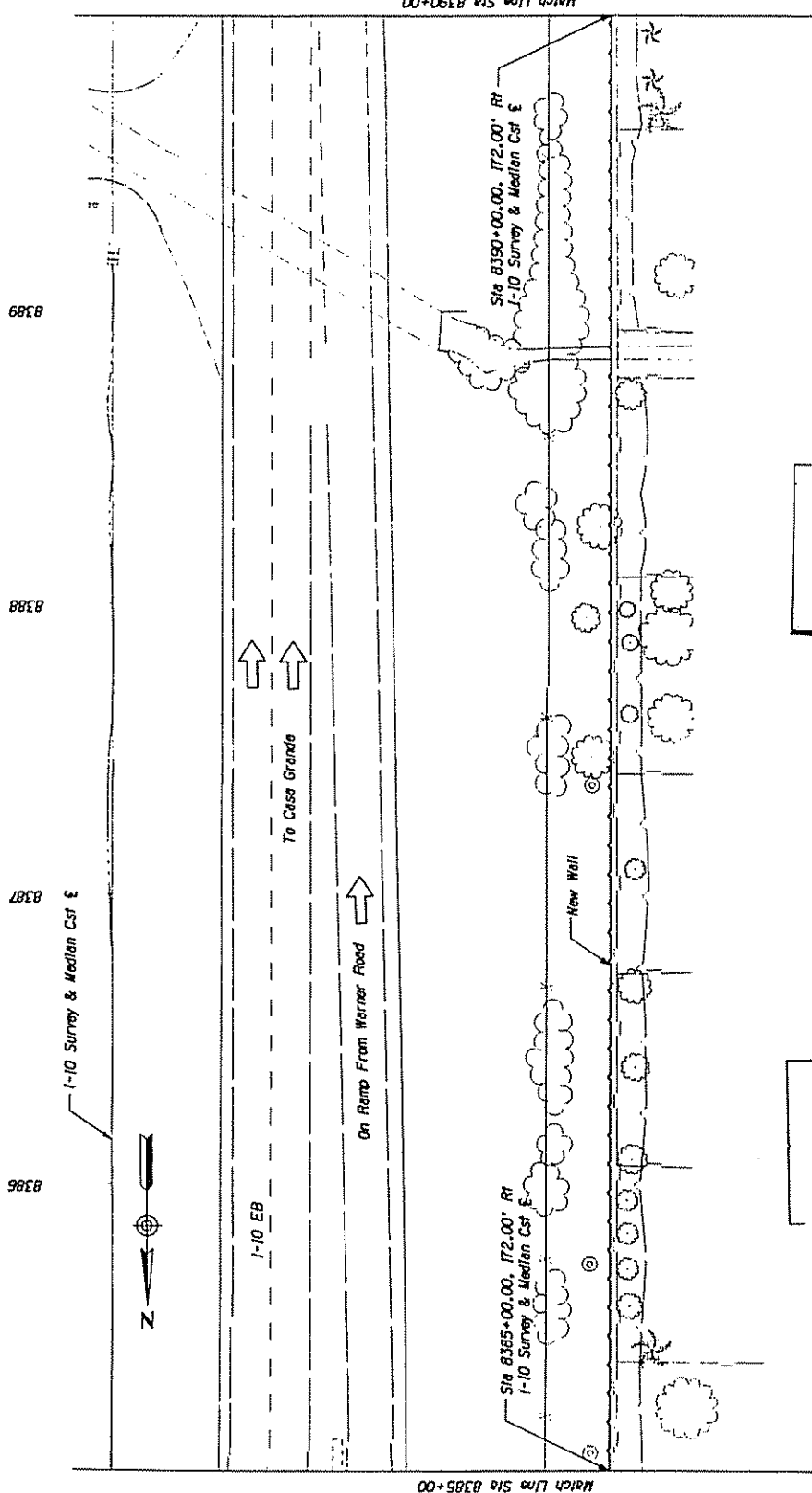
JPA#99-174

EXHIBIT "A"

NAME	DATE	PROJECT NO.	010-C-501	SHEET NO.	10
DESIGN	DATE	PROJECT NO.	010-C-501	SHEET NO.	10
CHECK	DATE	PROJECT NO.	010-C-501	SHEET NO.	10
APPROVED	DATE	PROJECT NO.	010-C-501	SHEET NO.	10
WALL LOCATION PLAN	STA 8380+00 TO STA 8385+00	TRACS NO.	HS482 DIC	010-C-501	OF

ASB	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	10	010-C-501	10	10	

10 WA 159



STRUCTURAL
INTEGRITY
RESPONSIBILITY
By
STATE (ADOT)
Sta. 8376+08.00
to
Sta. 8401+20.00

GRAFFITI
AND
MAINTENANCE
EAST SIDE
BY CITY
Sta 8376+08.00
to
Sta 8396+16.00
(150'rt)

PLAN
Scale: 1"=20'

JPA #99-174
EXHIBIT "A"

DATE	1-10	LOCATION	1-10 AND WARNER ROAD	TRACS NO.	45482 DIC	010-C-501	SHEET 10 OF
ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION							
WALL LOCATION PLAN STA 8385+00 TO STA 8390+00							

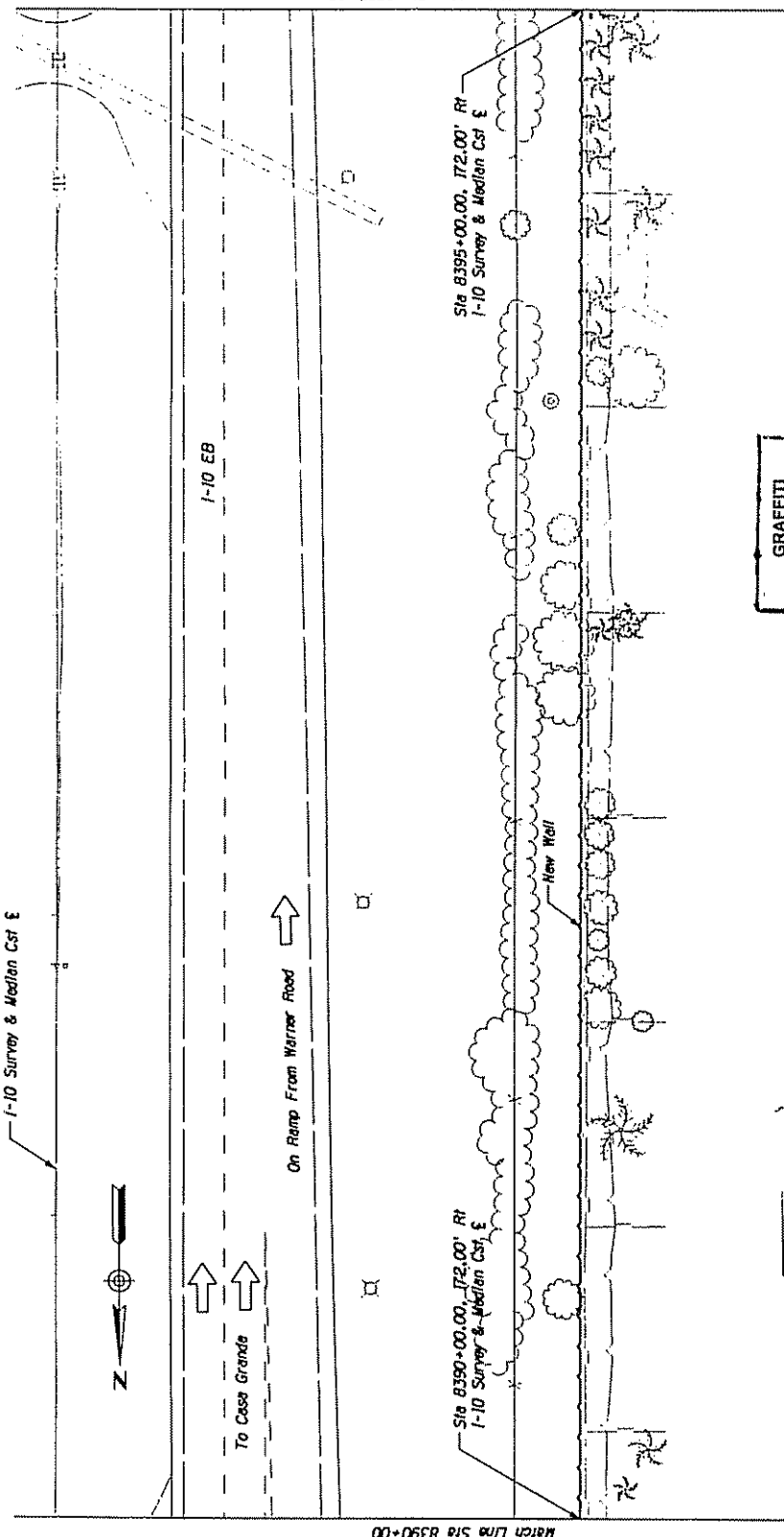
AREA ACROSS	DATE	PROJECT NO.	SHEET TOTAL	AS BUILT
9		010-C-501	10	
10 MA 199				

8394

8393

8392

8391



GRAFFITI
AND
MAINTENANCE
EAST SIDE
BY CITY
Sta 8376+08.00
to
Sta 8396+16.00
(150'ft)

PLAN
Scale: 1"=20'

STRUCTURAL
INTEGRITY
RESPONSIBILITY
By
STATE (ADOT)
Sta. 8376+08.00
TO
Sta. 8401+20.00

JPA#99-174

EXHIBIT "A"

ARIZONA DEPARTMENT OF TRANSPORTATION WIDENING TRANSPORTATION DIVISION		DATE	BY
DESIGNED	DATE	DESIGNED	DATE
CHECKED	DATE	CHECKED	DATE
APPROVED	DATE	APPROVED	DATE
WALL LOCATION PLAN STA 8350+00 TO STA 8395+00		I-10 AND WARNER ROAD	
TRAFFIC NO. H5482 DIC		010-C-501	
SHEET 6 OF		OF	

U:\Projects\99-174\Drawings\10-MA-199.dwg

JAN. 1990	9	010-C-501	10 MA 159
DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9	010-C-501		15

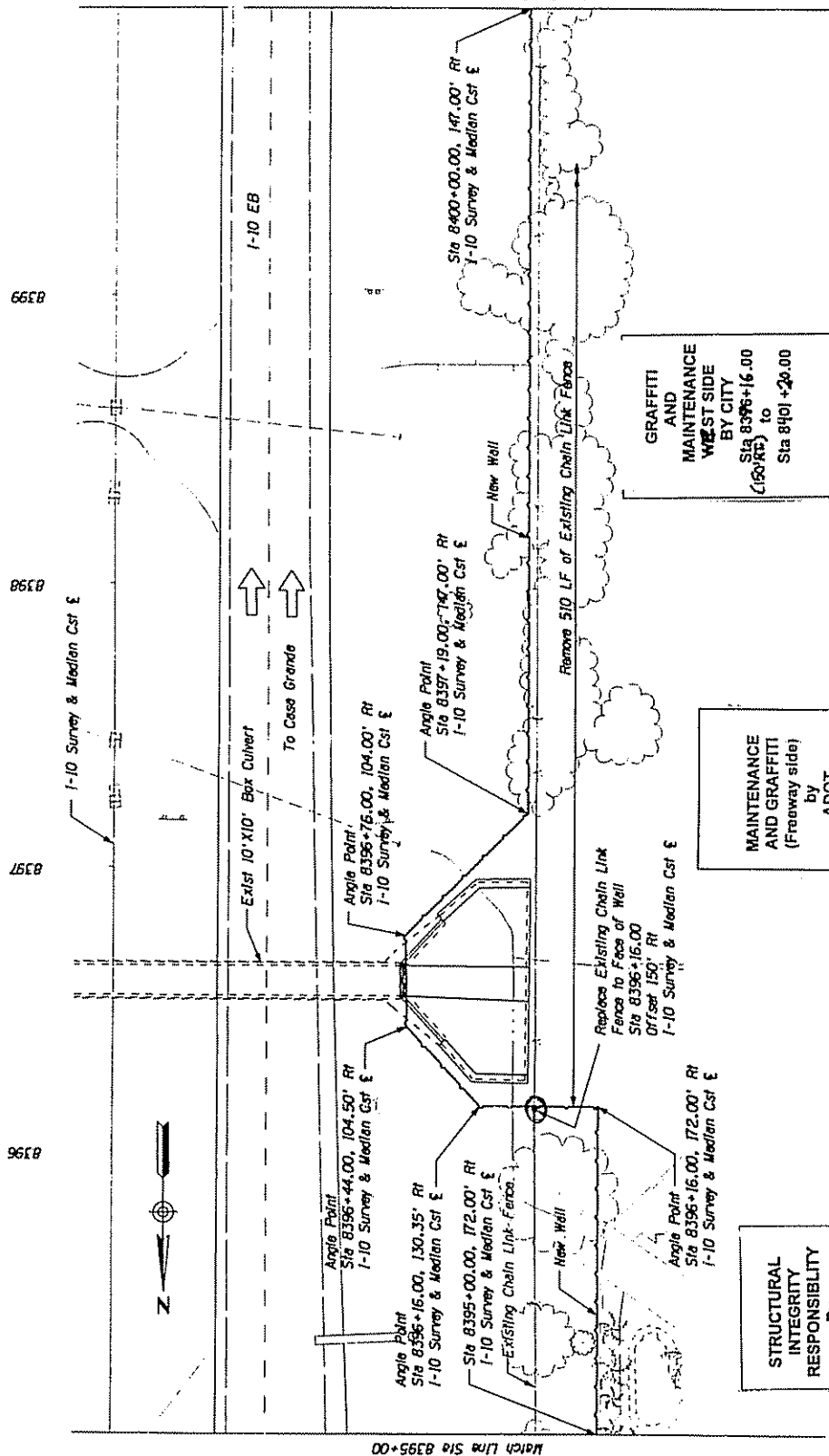


EXHIBIT "A"

JPA # 99-174

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

WALL LOCATION PLAN
STA 8395+00 TO STA 8400+00

1-10 I-10 AND WARNER ROAD

TRACS NO. H5482 DIC 010-C-501

SHEET 1 OF 15

PLAN
Scale 1"=20'

PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
010-C-501	9	10	10 MAR 199

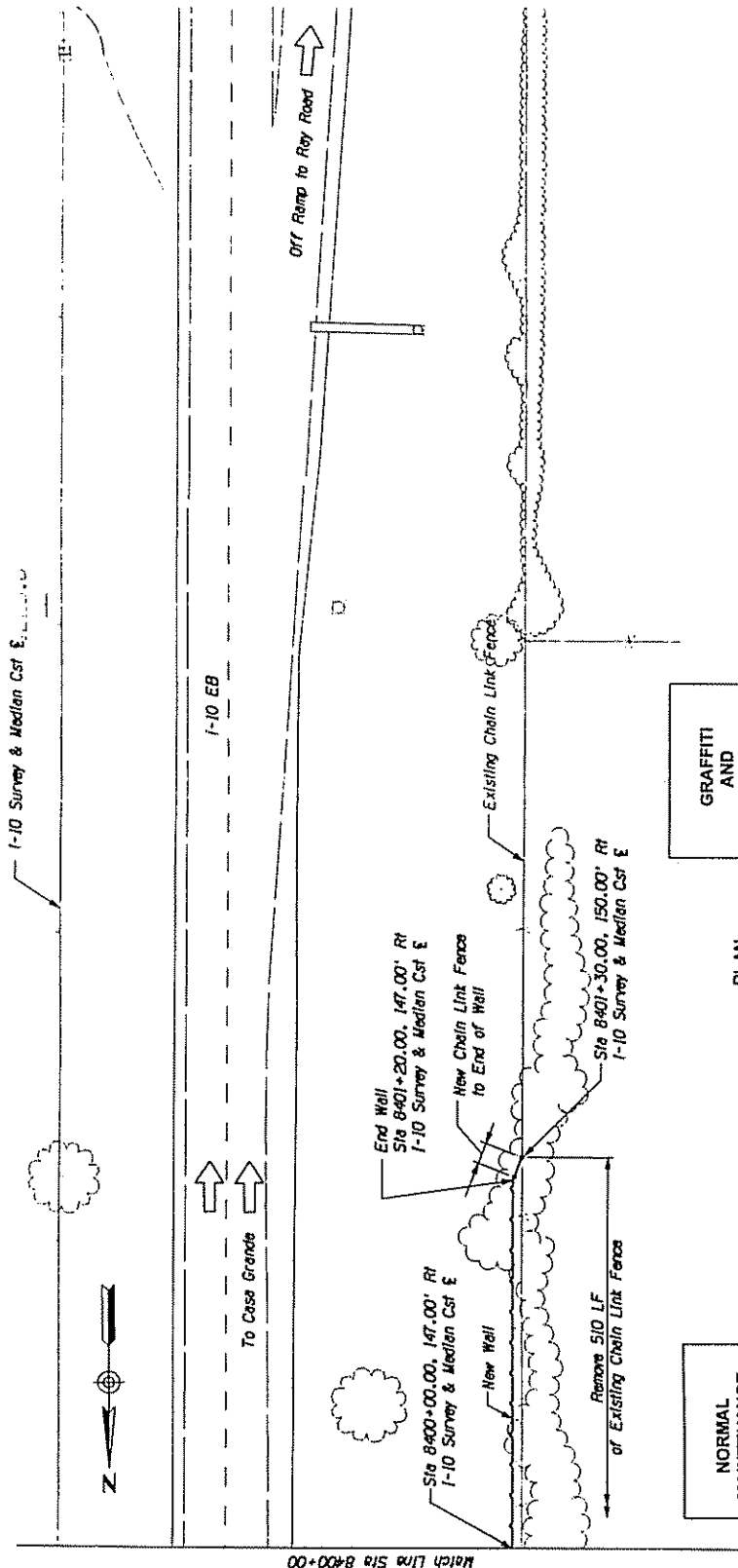
8405

8408

8403

8402

8401



GRAFFITI
AND
MAINTENANCE
WEST SIDE
BY CITY
Sta. 8396+16.00
(150' RT) to
Sta. 8401+20.00

PLAN
Scale: 1"=20'

STRUCTURAL
INTEGRITY
RESPONSIBILITY
BY
STATE (ADOT)
Sta. 8396+16.00 -
(150' RT) to
Sta. 8401+20.00

NORMAL
MAINTENANCE
AND GRAFFITI
(Freeway side)
by
ADOT
Sta. 8396+16.00 -
(150' RT) to
Sta. 8401+20.00

EXHIBIT "A"

JPA #99-174

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION	
PROJECT NO.	010-C-501
WALL LOCATION PLAN	STA 8400+00 TO STA 8401+20.00
1-10	1-10 AND WARNER ROAD
TRACS NO.	HS482 OIC
010-C-501	
SHEET 9 OF	10

EXHIBIT "B"
(I-10 S/O Warner Road)
Parcel No. 1
JPA 99-174

A permanent easement for noise wall purposes, within the Northwest quarter of Section 20, Township 1 South, Range 4 East, G&SRN&M. being five (5) feet in width, lying Easterly of and adjoining the Northeasterly lines of Lots 4073, 4074, 4075 and 4076, AHWATUKEE FS-10 PHASE II, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 254 of Maps at page 29, and lying between the Northeasterly prolongation of the Northwestern line of said Lot 4073 and the Easterly prolongation of the South line of said Lot 4076.

TOGETHER WITH the West five (5) feet of Tract "B", AHWATUKEE FS-10, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 241 of Maps at page 48, lying between the Easterly prolongation of the North line of Lot 4035 of said AHWATUKEE FS-10 and the Easterly prolongation of the South line of Lot 4041 of last sad plat.

JPA 99-174

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 2 day of March, 2000.

Kent T. Reinold
ACTING City Attorney *WJD*



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

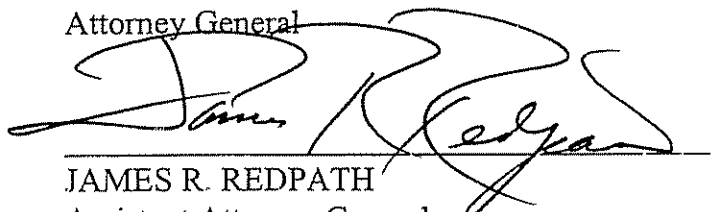
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-2606TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 9, 2000.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/615574

Enc.